

## Filing a Grievance: What you Need to Know

“They did this to me....I want to file a grievance!” As a Steward, you may have heard this many times.

And how many times have you gasped and said “you’re right” and “that’s not fair!” only to find that the contract doesn’t support your outrage? Or the language just isn’t quite all there for us to change the behavior or treatment?

It’s a frustrating experience for a steward to not be able to find the black and white language you need to file the grievance.

But wait. Some stewards file more than 25 grievances a year on issues ranging from pay to discipline, hours of work to disparate treatment. Obviously, there’s a way to use what we’ve got to get where we need to be. So let’s look at the anatomy of a grievance, how to use your contract to help and what to do when it doesn’t help.

### Is it a gripe or a grievance?

Probably the first thing to do is to listen to the story and analyze the pieces to make sure this isn’t about “Betty Sue” being angry because “Chester” always gets to ride in the front seat (“shotgun”) on a work trip.

Determining whether or not the complaint is real or imagined, subject to bargaining or is just plain disparate treatment takes some work. You’ve got to ask the potential grievant some questions such as:

- Has this happened before? If so, when? Have others ridden “shotgun” in the past? Any chance Chester has a



workplace accommodation to ride in the front?

Most things aren’t as simple as they seem and there’s always a nuance of personality mixed in too. It could be one member directing their angst against another. A true grievance is directed at management for its failure to follow the contract, policy, work place norms and guidelines and even past practice.

If a member is constantly bringing up one particular member, this is probably an indication of a gripe and, as a steward, you have to determine if somewhere in the story whether it is really a grievance or not.

It would be easier if there was clear contract language on the issue with phrases such as: “Shotgun will be assigned on a rotational basis” or “Shotgun will be awarded to the most senior passenger.”

Violations of clear contract terms are always the easiest to grieve. But, as you know, our contracts would be huge if we put every possible thing in! Which is why contract articles are written more generally or even refer to certain long held policies to help us determine more subtle work place behaviors or norms.

### The Contract as a Whole Document

Grievances often test our knowledge of the contract as individual articles. In determining where to look for language in the “shotgun” scenario described where would you look first? Could “riding shotgun” be a working condition? Sure, but is it likely to be addressed in the contract?

Well, that depends on your bargaining unit’s history. Past grievances and contract negotiations bring all sorts of language into a contract and these items can be very specific to your bargaining unit or even your classifications. Knowing the history of your bargaining unit and becoming aware of past grievances and their resolutions are likely to help you understand your contract better.

Additionally, the contract is a series of parts that interrelate and can often, under some circumstances, seem to contradict. In many contracts, you’ll find provisions that create exceptions during certain periods of time like layoffs or in certain conditions like disciplinary terminations.

As a steward, once you’ve analyzed the potential grievance issue that’s when you start combing the contract for the language that will help hold the employer accountable. Knowing what conditions the situation occurred in will be important to determine if a grievance should be filed.

It is common to quote from one to three separate articles and/or sections in any one grievance. In the fictional “shotgun” issue there might be violations of travel/carpool provisions (either specifically or generally), the definitions section may be utilized as well as sections on employee rights or seniority benefits unrelated to layoff or position bids.

And you’ll be using that wonderful phrase “to include but not limited to” just in case you miss something. You may also cite the violation of policy or procedure especially if it a commonly known or used one. If it’s one referenced in the contract than that article is also grieved.

A general rule of thumb is to peruse the specific issue section and then branch out to the definitions and employee rights sections. Unions have even prevailed at grieving the preamble of the contract which speaks to cooperative labor/ management relations! — *By Local 17 Union Representative Janet Parks*